

DISCUSSION

Applicant has amended the claims so that the limitation of claim 8 has been combined with claim 1. Claims 9 and 10 simply refer to the job site as either a roof or a pond. Claim 5 has been amended to specify the material that forms the sheeting, its thickness, and to indicate that the seam tape is thinner than the sheeting. Applicant maintains that these amendments should now place the case in condition for allowance. Claims 3 and 8 have been canceled.

The Office Action cited primarily the Leeuwenburgh and the Tuoriniemi references. Applicant would maintain that neither of these references alone or in combination with the secondary references disclose or make obvious the claimed invention.

The Leeuwenburgh reference discloses a masking tape that has a release strip attached to it. The Examiner has maintained that it discloses a membrane with a seam tape wherein the membrane has a thickness greater than or equal to the seam tape. Applicant maintains that the reference does not disclose in this. The reference does indicate that the disclosed product has at least two folding layers and that preferably the thickness of the folded portion is equal to the thickness of the tape. This does not teach that the tape is as thin as the membrane.

The reference, when considered in its entirety, discloses plastic sheeting having a thickness of 8 to 10 microns with many more than one fold, 7 disclosed at line 48, as many as 30 disclosed. The reference does not disclose an adhesive layer that is 8 to 10 microns thick. This would be much thinner than any adhesive tape. The portion

disclosing at least two folding layers would obviously not fall within the preferred embodiment where the folded layers had a thickness equal to the thickness of the adhesive tape.

With respect to the Tuoriniemi reference, this reference does not disclose any structure that would apparently when folded have a uniform cross section. It is not directed at that feature.

That aside, amended claim 1 is definitely different from either of these cited primary references. The structures disclosed in these references are not designed to be, nor are they disclosed to be, adhered to each other. The Examiner has indicated that these would be taken to a wall and has indicated that the wall would be the same as a membrane sheet. However, one skilled in the art would never interpret the claim in such a broad fashion. Certainly, with respect to new claims 9 and 10, applying this material on a roof or a pond is in no way suggested or disclosed in the Leeuwenburgh or Tuoriniemi reference. In fact, with these cited claims, "one skilled in the art" changes dramatically from someone dealing with membrane sheeting to someone applying either a roofing material or a pond liner.

Claim 5 has been amended to indicate that the material is EPDM, thermoplastic elastomer, butyl rubber, or PVC, as set forth in the claim and the specification that the product has a thickness of 30 to 100 mils and the seam tape is thinner than the membrane sheeting.

Initially, the Leeuwenburgh reference discloses a material that is folded on itself multiple times in order to arrive at the desired thickness with the seam tape being


substantially thicker than the membrane sheeting, as we previously discussed. This reference does not disclose or suggest using EPDM, thermoplastic elastomer, butyl rubber, or PVC. This material claimed in claim 5 is designed specifically for roofing material or as a pond liner with a thickness of 30 to 100 mils. It is something that would not function as a masking material as disclosed in either the Leeuwenburgh or Tuoriniemi references. The recited materials (EPDM, etc.) are not normally formed in 8-10 micron thicknesses. It may be impossible, or at least impractical, to do so. Therefore, if the products disclosed in the cited references were formed from EPDM, thermoplastic elastomer, butyl rubber, or PVC, they would be too thick to function as a masking product.

Modification of the products disclosed in these references to arrive at the invention claimed in claim 5 would make the products totally unsuitable for the purposes disclosed in the references. Therefore, such a modification would be unobvious.

Accordingly, in light of this, applicant would request reconsideration of the rejection of the pending claims and allowance of the newly amended claims.

Respectfully submitted,

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